

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In Re:

Case No. 17-37037
Chapter 13

Mary Lou Riefenhauser,

Debtor.

**STIPULATION AND SETTLEMENT OF DEBTOR'S MOTION FOR CONTEMPT
BETWEEN DEBTOR AND SHELLPOINT MORTGAGE SERVICING, AS
SERVICER FOR MTGLQ INVESTORS, LP**

This Stipulation of Settlement (“Agreement”) is among Shellpoint Mortgage Servicing, as servicer for MTGLQ Investors, LP (“Shellpoint”), Mary Lou Riefenhauser (“Debtor”) and by and through their respective attorneys of record.

WHEREAS, the Debtor filed a petition for relief under chapter 13 of the United States Bankruptcy Code on November 30, 2017 (Petition Date”).

WHEREAS, the Court signed an Order granting attorney’s fees in the amount of \$1,900.13 for violation of the loss mitigation order by Shellpoint on May 4, 2018;

WHEREAS, the Debtor’s counsel filed a motion for contempt on June 1, 2018 under docket no. 25, requesting further compensatory damages against Shellpoint;

WHEREAS, the parties have come to a resolution of this matter and enter into this stipulation in full settlement thereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals above are incorporated into the body of this Agreement and the parties acknowledge the truth thereof.
2. As of the date of this settlement stipulation, Debtor's counsel, Francis J. O'Reilly, Esq., will be furnished with a check in the amount of \$4,060.13, consisting of the payment of the previously ordered attorney's fees in the amount of \$1,900.13 and an additional \$2,160 for the drafting and filing of the motion for contempt, in full satisfaction of the motion for contempt.
3. The Debtor's motion for contempt and any and all claims arising therefrom shall be deemed settled and all claims released, with prejudice by and upon the filing of the so ordered stipulation ("Effective Date"). This Stipulation and Settlement shall not be construed as an admission of any of the allegations in the Debtor's motion and does not reflect that Shellpoint believes the motion has any merit.
4. Each party represents that it is authorized to enter into the Agreement and to fully perform such party's duties and obligations hereunder, and the undersigned attorneys for the record for each party represents that he/she has the requisite authority to execute this Agreement and bind such party without the consent or approval of any other person or body.
5. The Parties agree that in the event of non-adherence or breach of any or all of the provisions contained in this Agreement, the aggrieved Party may seek redress in any manner available under the law. The parties further agree that this Stipulation and Settlement may be specifically enforced in court. It may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Stipulation and Settlement. In the event of litigation in connection with or concerning the subject matter of this Stipulation and Settlement, the prevailing party shall recover all the party's costs, expenses and attorneys' fees incurred in

each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

6. This Stipulation and Settlement represents the entire agreement between the parties regarding its subject matter, prior communications regarding the same are merged into this Agreement, and this Agreement supersedes all prior agreements and understandings, whether written or oral.
7. This Agreement may be executed in counterparts and a facsimile signature shall be deemed an original.

Dated: June 8, 2018

/s/ Mina M. Beshara
Mina M. Beshara, Esq.
LEOPOLD & ASSOCIATES, PLLC
Attorneys for Shellpoint
80 Business Park Drive
Armonk, NY 10504
Phone: 914-219-5787

Dated: June 8, 2018

BY: /s/ Francis J. O'Reilly
Francis J. O'Reilly
Attorney for Debtor
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